

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVAL OF INTERLOCAL AGREEMENT }  
BETWEEN LEWIS COUNTY AND THE }  
CITY OF VADER }

RESOLUTION NO. 11-133

**WHEREAS**, the Board of County Commissioners has reviewed an Interlocal Agreement between Lewis County, Washington, and the City of Vader, copies of which are attached to this resolution; and

**WHEREAS**, this agreement is intended to facilitate the exchange of information by the City of Vader and Lewis County as necessary to enable the County to operate the City water system while required to do so as receiver and to enable the City to continue billing its sewer customers and collecting utility tax payments; and

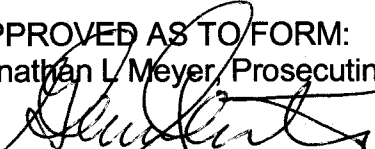
**WHEREAS**, this Interlocal Agreement is intended to continue during the pendency of the receivership of the City water system or until such time as the court order the County, City, or any other entity to assume control of the City water system; and

**WHEREAS**, it appears to be in the best public interest to authorize the execution of said Interlocal Agreement for Lewis County;

**NOW THEREFORE BE IT RESOLVED** that the aforesaid Interlocal Agreement is hereby approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 18 day of April, 2011

APPROVED AS TO FORM:  
Jonathan L Meyer, Prosecuting Attorney

  
By: Civil Deputy

ATTEST:

  
Karri Muir, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
Ron Averill, Chairman

  
F. Lee Grose, Member

  
P.W. Schulte, Member

## **INTERLOCAL AGREEMENT**

### **Lewis County and the City of Vader**

THIS AGREEMENT, made and entered into pursuant to RCW 39.34.080 and in conformance with RCW 43.09.210, between LEWIS COUNTY, Washington a political subdivision of the State of Washington, hereinafter referred to as the "County" and the City of Vader, a municipal corporation hereinafter referred to as the "City", for procedures from Jan. 1, 2011 until such time as Lewis County may be named owner of the Vader Water system.

#### **RECITALS**

On October 29, 2010, the Lewis County Superior Court appointed Lewis County Public Works the receiver of the City of Vader water system until further order of the court;

Pursuant to the court's order, Lewis County assumed billing responsibility for the water system effective January 1, 2011;

However, the billing system employed by the City for its water system is the same system as is used by the City to bill customers of the City's sewer system, which sewer system is not in receivership;

In order to continue billing its sewer customers, the City requires the County to provide information to the City regarding its water system billings, as well as remit to the City all utility tax payments;

This Interlocal Agreement is intended to facilitate the exchange of necessary information by the City and the County during the receivership of the water system.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the parties' mutual promises, covenants and undertakings as set forth herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Purpose. This Agreement is intended to facilitate the exchange of information by the City and County as necessary to enable the County to operate the City water system while required to do so as receiver and to enable the City to continue billing its sewer customers and collecting utility tax payments.
2. Duration. This Agreement is intended to continue during the pendency of the receivership of the City Water System or until such time as the court orders the County, City, or any other entity to assume control of the City water system.

3. Financing. Each party shall be responsible for financing or securing financing for its undertakings pursuant to this Agreement, except as otherwise provided by the parties' agreements or the court.
4. No Separate Entity. This Agreement does not create a separate legal entity.

It is hereby covenanted and agreed as follows:

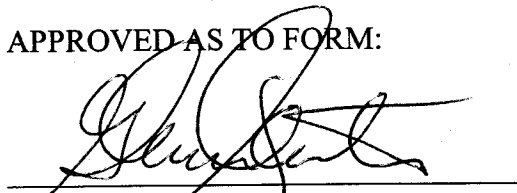
1. After 1/1/2011 the City will not accept payment for water/sewer billings until such time as the bills are split and then only collect for sewer and sewer utility tax.
2. The City will refer all water system and water billing questions to the County.
3. The City will pay the County \$350.00 per month, for January, February and March of 2011 for collecting, tracking and returning sewer revenue and utility taxes (for both water and sewer).
4. The County will provide certain water customer information to the City before and after such time as the county may become the owner of the water system for only so long as the provision of this information is necessary for the City to process sewer billings. This information will include meter readings and late or non-payment of water billings. It is understood that this information is related to the City's ability to process sewer billings.
5. The County will continue to provide whatever information is necessary to the City as to accounting for utility taxes until such time as the County no longer bills for utility taxes on water.
6. The City will not incur any water system expenditures. Any and all water system invoices received by the City will be forwarded to Lewis County Public Works at 2025 NE Kresky Chehalis, WA 98532. The County will be responsible for paying all future invoices related to the water system during the receivership period except as otherwise expressly provided by a franchise or other agreement entered into by the County and the City.
7. The City will not direct water system employees, nor make any decisions concerning or representations about the water system, new water hook-ups, water system capacity, water bills, water fees, or other water-related statements without the prior written consent of the County.
8. The City will provide to the County all accounting documentation requested by the County as related to the authority, operation and maintenance of the water system. The items requested may include but are not limited to unpaid invoices, customer lists, vendor lists, A/P reports, A/R reports, A/R aging reports, water fund resolutions, and budget documentation.
9. The County will bill for both water and sewer through the February 2011 billing cycle. After this billing cycle has been completed, the County will continue to bill for water and the City will be responsible for billing sewer customers. Provided that a transfer of customer information is completed by the County to the City by March 25<sup>th</sup> (and an update on April 1<sup>st</sup>), the City will begin Sewer billing with the April 1<sup>st</sup> cycle.

10. The County will continue to collect water utility taxes and return them to the City as long as the water system is in receivership or until otherwise ordered by the court. The City of Vader agrees to pay the County \$100 per month for this service. The County will bill the city on a quarterly basis.

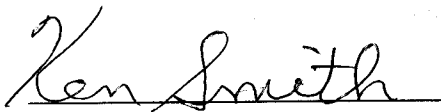
IN WITNESS THEREOF, the City and County have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement.

Agreements to be dated as of the 18 day of April, 2011, the same being subject to ratifying legislative actions of the respective parties hereto.

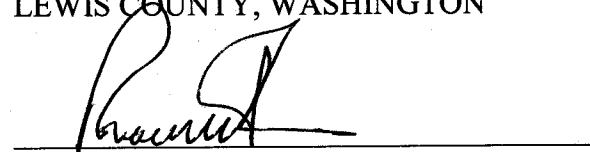
APPROVED AS TO FORM:

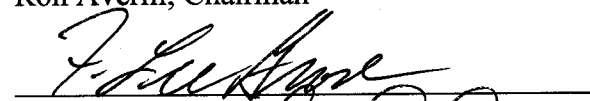
  
Prosecuting Attorney, Lewis County

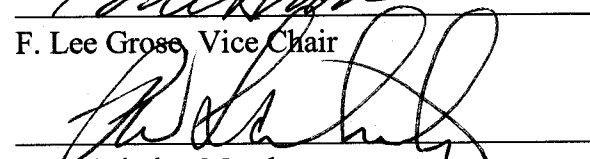
CITY OF VADER

  
Ken Smith, Mayor

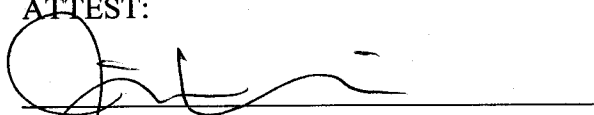
BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

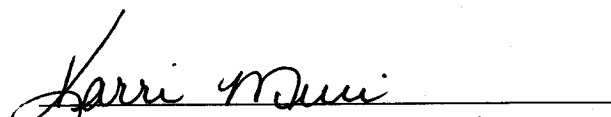
  
Ron Averill, Chairman

  
F. Lee Grose, Vice Chair

  
P.W. Schulte, Member

ATTEST:

  
Jill Nielsen, City Clerk

  
Karri Muir, LC Clerk of the Board